

AGREEMENT  
Between  
TOWNSHIP OF EWING  
DEPARTMENT OF PUBLIC WORKS, ROAD AND RECREATION DIVISION  
and

LOCAL 2472  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 1996 - June 30, 1999

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## AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of July, 1996, by and between the TOWNSHIP OF EWING, Department of Public Works Road and Recreation Division, Mercer County, Trenton, New Jersey, hereinafter referred to as the "Employer", and Local 2472, Council NO. 73, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union":

### WITNESSETH:

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the premises, the parties hereto agree as follows:

### ARTICLE I

#### SECTION I:

RECOGNITION: The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

## SECTION II:

NO STRIKE CLAUSE: It is agreed that during the term of this Agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slowdown, stoppage of work, boycott, picketing, or willful interference with production, transportation or distribution and that there shall be no lockout of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such order to the Employer and use every means at its disposal to influence the employees to return to work.

## SECTION III:

### DUES AND DEDUCTIONS:

(A) Upon receipt of a lawfully executed written authorization from an employee, the Township of Ewing agrees to deduct the regular monthly Union dues of such employee from his or her paycheck, and remit such deduction by the tenth (10th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

Any employee shall be eligible to withdraw such authorization only as of July 1 of each year provided notice of withdrawal is filed timely between June 15 and June 25 with the payroll clerk.

(B) The Employee agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it related to Agency Shop provisions, from the pay of each employee covered by this Agreement who does not furnish written authorization for deductions of Union dues, a representation fee equal to eighty-five (85%) percent of Union dues, as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which deductions of dues is to be made, commencing on the first (1st) pay after completion of thirty (30) calendar days following the beginning of their employment in a bargaining unit position. Representation fees shall be withheld on the first (1st) pay after the completion of ten (10) calendar days following re-entry into a bargaining unit for employees who previously served in bargaining unit positions.

If, during the course of the year, the non-member becomes a Union member, the Employer shall cease deducting the representation fee and commence deducting the Union dues beginning with the first (1st) pay check representing the pay period ten (10) calendar days after written notification of the change in status. Conversely, if during the course of the year a Union member directs the Employer to cease Union dues deductions in a manner appropriate under the terms of this Agreement the Employer shall commence deduction of the representation fee with the first (1st) pay check representing the pay period ten (10) calendar days after written notification of the change in status. After deduction, representation fees shall be transmitted to the Union in the same manner, and in the same time as Union dues.

This provision is to become effective upon execution of this Agreement by both parties and upon the Union submitting a list of non-Union members in the bargaining unit to the Employer.

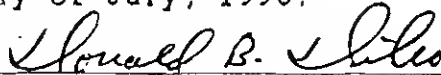
(2) AFSCME Local 2472 and Council #73, affiliated with the International AFSCME, AFL-CIO, do and shall indemnify, defend and save harmless, the Township of Ewing against any and all claims, demands, suits or other forms of liability that shall arise out of any check-off deductions provided for in this ARTICLE I.

(3) Further, in consideration for the Township of Ewing's action in implementing Agency Shop, (P.L. 1979 c 407, amending N.J.S.A. 34:13A-5 et seq.) AFSCME Local #2472 and Council #73, affiliated with the International AFSCME, AFL-CIO, does agree to reimburse the Township of Ewing for court costs, fees, and judgments incident to suits or other forms of liability that may be incurred by the Township of Ewing that shall arise out of any of said check-off deductions.

(4) The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township of Ewing.

IN WITNESS WHEREOF, AFSCME Local #2472 and Council #73, affiliated with the International AFSCME, AFL-CIO, has entered into this Agreement as contained in aforesaid ARTICLE I, DUES AND

DEDUCTIONS, and caused same to be executed by its duly authorized officer or agent on the 23 day of July, 1996.

  
\_\_\_\_\_  
/s/ BY: Donald B. Dileo  
For John J. Merkel  
International Vice-President  
and Executive Director of  
Council #73 AFSCME

SECTION IV:

SAVE HARMLESS CLAUSE: The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township as a result of any action by the Township under the provisions of Article I.

SECTION V:

UNION REPRESENTATIVES: Representatives of the Union, who are not employees of the Township of Ewing, shall be admitted on the premises of the Employer for Union business solely and by the International Representative presenting himself to the present head of the Department or his designee prior to the discussion of Union business.

The Township agrees to recognize a maximum of two shop stewards selected by the Union, one shop steward being from the Road Department and one shop steward being from the Recreation Department. A steward shall be granted a reasonable amount of time during his working hours, without loss of pay, to interview the employee's immediate supervisor.

The Union president shall be granted a reasonable amount of time during his regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. Neither a steward nor a Union officer shall leave his work without first obtaining the permission of his immediate supervisor, which permission shall not be unreasonably withheld.



## SECTION VI:

EQUAL TREATMENT AND NONDISCRIMINATION: The Employer and Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, physical handicap, marital status, Union membership or Union activities.

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

### ARTICLE 11

#### MANAGEMENT RIGHTS

It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer within the department, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed within the Union, maintenance, and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with selection, procurement, designing, engineering and the control of equipment and materials, purchase services of other, contract or

otherwise except as they may be otherwise specifically limited in this Agreement.

### ARTICLE III

#### A. DEFINITIONS

1. SENIORITY: Seniority is defined as an employee's continuous length of service with the Township, beginning with his latest date of hire.

2. DEPARTMENTAL SENIORITY: Departmental Seniority is defined as an employee's continuous length of service in a department of the Township beginning with the employee's latest date of hire.

B. LOSS OF SENIORITY: Continuous service for seniority purposes shall be broken for any of the following reasons:

1. Discharge for just cause.
2. Voluntarily quitting employment.
3. Failure to report as required following the expiration of an approved leave of absence, unless the employee has a justifiable reason for his inability to report.
4. Absence from work without report for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notified the Township is presented.

#### C. PROBATIONARY EMPLOYEES:

1. Newly hired employees shall be considered probationary employees for the first three (3) month period. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever.

I N T E R  
O F F I C E

MEMO

To: Road....Recreation....Sanitation Union Representatives  
From: Fred R. Walters  
Subject: Amendment to Contract  
Date: March 11, 1997

The following amendment will be placed in the Road, Recreation, and Sanitation Union contracts for Ewing Township with the language change indicating, re-call will be moved from departmental seniority to township seniority. The language in this clause will therefore read as follows:

"In all applications of seniority under this article where ability to perform work and physical fitness are equal as determined by the Township, total Township seniority shall be given preference regarding layoffs, promotions, demotions, sick leave, vacation leave, and recall. Departmental seniority shall be given preference for over time, temporary upgrades, and work shifts."

*page 9 Section E.*

Fred R. Walters  
Management

Donald E. Hines  
Union

Date: 3/12/97

Martin J. Boelzig  
Thomas E. Elde  
Donald B. Hiles

2. Upon completion of the probationary period, an employee's seniority shall be his date of commencement of employment, including the probationary period, for purposes of benefits.

D. LAYOFFS:

1. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications and skills and abilities for the work available. The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position unless such employees on recall refuse to accept such employment.

E. In all applications of seniority under this contract where ability to perform work and physical fitness are equal as determined by the Township, total Township seniority shall be given preference regarding layoffs, promotions, demotions, sick leave, and vacation leave, <sup>and recall.</sup> Departmental seniority shall be given preference for overtime, temporary upgrades, ~~recall~~ and work shifts. *See Amendment to Contract memo dated 3-11-97.*

F. The Township shall maintain an accurate, up-to-date seniority roster showing each employees' date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

G. The Township shall promptly advise the appropriate Union representative of any change which necessitate amendments to the seniority list.

## ARTICLE IV

### LEAVES OF ABSENCE

#### SECTION 1:

##### PAID LEAVES OF ABSENCE

A. SICK LEAVE: Sick leave for permanent employees shall accumulate on the basis of one (1) day per month from the date of hire until the expiration of one (1) full year of employment of said employee, and thereafter fifteen (15) days per year. Sick leave for provisional and temporary employees shall accumulate on the basis of one (1) day per month or twelve (12) days per year.

Sick days are credited to all permanent employees in advance on January 1st of each year. However, it must be understood that these days are credited anticipating the employee will work the full twelve (12) months during the year.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. If any employee is absent for reasons that entitled him to sick leave, his supervisor or his designee shall be notified prior to the employee's starting time or in conformance with department regulations.

D. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

E. Sick leave credits shall continue to accrue while the employee is on any leave with pay. Credits shall not accrue while an employee is on any leave without pay, except military leave.

F. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected.

G. Permanent employees will be permitted to use his or her sick leave for emergencies incurred by members of his or her immediate family in accordance with Department of Personnel regulations and the Department of Personnel definition of immediate family.

## SECTION II:

### BEREAVEMENT PAY

A. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, and other relatives, who are living in the household of the employee at the time of their death, said employee shall be excused from work from the date of death until the day of burial inclusive. The employee will be paid his hourly rate of pay for any such days of excused absence which occur during his normal workweek, but in no event more than eight (8) hours for any one (1) day.

B. In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, or grandparents, the employee will

be excused for the day of the funeral with pay if he is scheduled to work.

C. It is intended that the above payment be made for such period only that the employee would actually have been working to the end that an employee will either receive the death benefits hereunder or holiday pay, vacation pay, military pay, jury duty pay, or disability benefit as the case may be. The above provision is intended to mean to attend the funeral of the immediate family as specified above. However, if a member of the family is buried outside the United States and the employee does not attend, one (1) day's funeral pay will be paid.

D. Employees will be required to submit proof of death for the purpose of receiving payment under Sections B and C.

### SECTION III:

#### OCCUPATIONAL INJURY

A. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of injury, when substantiated by the Township physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one hundred eighty (180) working days from the date of injury.

In the event that an injured employee received temporary disability under worker's compensation during the course of the aforementioned one hundred eighty (180) working days, he or she is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Finance Officer of the Township of Ewing. Said tender of draft to the Township of Ewing will be in way of reimbursement to the aforementioned Township toward payment to the injured employee's full salary during the course of the one hundred eighty (180) working day period. In the event that the injured employee does not endorse and turn over the aforementioned draft to the Finance officer of the Township of Ewing, he or she shall not then receive full pay but only the difference between the compensation pay and his or her full pay during the one hundred eighty (180) working day period of time.

B. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

#### SECTION IV:

##### UNION BUSINESS

The bargaining unit is granted an aggregate of nine (9) days with pay per bargaining unit for Union convention business solely.

The Union is to advise the department heads of which individual will be attending the convention and the dates of same.



## SECTION V:

### MILITARY LEAVE

An employee may be granted a leave of absence up to two (2) weeks to complete his military obligation. The Township will make up the difference in pay which the employee receives from the military and his regular pay.

## SECTION VI:

### JURY DUTY

In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. Their absence from work will not be counted against their regular vacation period or sick leave accumulation. The employee will be paid only from the time required to serve on jury duty, and if there are times the employee is not scheduled for jury duty, then and in that case, must report for work. All requests for jury duty leave must be filed with the Department head prior to the leave. If the employee is released from jury duty on or before 10:30 a.m. on any morning, he or she is to return to work immediately after the lunch period.

## SECTION VII:

### NON-PAID LEAVE OF ABSENCE

(A) The Township will grant a leave of absence, without pay, to one (1) employee to accept full time Union employment for a period of one (1) year. The employee may request an additional six (6) months extension subject to the approval of the Mayor. Sixty

(60) days notice shall be given to the Township by any employee requesting such a leave.

(B) All other leaves of absence without pay shall be at the discretion of the Township.

(C) Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided however, that sick leave and vacation leave and longevity credits shall not accrue with the exception of those on military leave.

#### ARTICLE V

##### GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

STEP 1: The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence or within five (5) working days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

STEP 2: If the grievance has not been settled, it shall be presented in writing to the department head within five (5) days after the supervisor's response is due. The department head shall respond to the steward in writing within three (3) days. If the grievance is not presented in writing in accordance with this stipulation within five (5) days, it shall be deemed abandoned. The employee may be represented by a steward, the local Union president or his designee. Time lost from work to process grievance, and such discussions or meetings by the grievant, steward and local president or his designee will result in no loss of pay.

STEP 3: If the grievance still remains not settled, it shall be presented to the Business Administrator in writing within seven (7) days after the response of the department head is due. The Business Administrator will hold a hearing within ten (10) days of receipt of presentation of the grievance to him. The Business Administrator shall respond in writing within five (5) days. If the grievance is not presented in writing, in accordance with this provision within seven (7) days, it shall be deemed abandoned. The employee may be represented by a steward, the local Union president or his designee, and representatives of AFSCME Council. Time lost from work to process grievance, and such discussions or meetings by the grievant, steward and local president or his designee will result in no loss of pay.

STEP 4: If the grievance still remains not settled, it shall be presented to the Mayor, in writing, within seven (7) days after

the response of the Business Administrator is due. The Mayor shall respond within ten (10) days. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) days, it shall be deemed abandoned.

STEP 5: If the grievance still remains not settled, the Union may, within fifteen (15) days after the reply of the Mayor is due, by written notice to the Mayor, request advisory non-binding arbitration. In the event advisory, non-binding arbitration is not requested within fifteen (15) days, the grievance shall be deemed abandoned, and the matter may not then thereafter be arbitrated.

The advisory, non-binding arbitration proceedings shall be conducted by an impartial arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name, the other party shall then strike (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the impartial arbitrator shall be non-binding and advisory to both parties. The impartial arbitrator shall be requested to issue his decision within thirty (30) days after conclusion of testimony and argument and upon his closing of the matter.

The expense for the arbitrator's services shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings it may cause the same to be made, providing it pays for the record and makes a copy available, without charge, to the other party and to the arbitrator.

The only grievances or disputes which may be submitted for advisory, non-binding arbitration shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. Nothing in the foregoing shall be construed to empower the impartial arbitrator to make any award amending, changing, subtracting from or adding to the provisions of this Agreement.

It is understood and agreed that the subject of general wages shall not be subject to advisory, non-binding arbitration.

It is intended by this provision to give an employee the option to appeal his case under the Department of Personnel rules and regulations and through Department of Personnel procedures or advisory, non-binding arbitration, but not both. It is not intended to change, modify, or alter in any fashion the Department of Personnel rules and regulations, but in effect only to give additional alternative remedy to an employee. A grievant may elect to proceed under either advisory, non-binding arbitration or through the Department of Personnel, not both.

## ARTICLE VI

### HOURS OF WORK

#### SECTION I:

WORK WEEK: The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except for employees in six (6) day operation.

#### SECTION II:

WORK SCHEDULE: Work schedules showing the employee's shifts, workdays, and hours of work shall be posted on all department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed unless the changes are discussed by the Union and the Employer.

#### SECTION III:

OVERTIME: Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hour:

A. Daily - All work performed in excess of eight (8) hours in any workday.

B. Weekly - All work performed in excess of forty (40) hours.

C. All work performed on the sixth work day as such of any work week, provided the employee has worked a total of forty (40) hours, sick time, and vacation will be construed as days worked.

D. All work performed on a holiday shall be paid at time and one-half plus holiday pay.

E. In the event that any holiday shall fall on a regular workday and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.

F. All work performed by the Department of Public Works Road and Recreation Division on Sunday shall be paid at the rate of double-time as such. (Employees absent due to excused sick, vacation or holiday will have this time credited as time worked.)

Overtime opportunities shall be distributed as equally as possible among employees in the same job classification, department and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked.

When an employee is required to work overtime in an emergency, for snow removal, and has worked a minimum of four (4) hours overtime, in addition to regular shift, then in that case the Township will make provisions for a meal allowance, not to exceed ten dollars (\$10.00).

#### SECTION IV:

CALL-IN TIME: An employee who is required and returns to work during periods other than his regular scheduled shift, shall be guaranteed four (4) hours pay. The employee will be paid time and one-half his regular rate of pay for the actual time worked and will be given the opportunity to go home when the assignment he was called in for is completed. In the event the employee desires to leave work when the assignment is completed he will then be paid straight time up to four (4) hours. If the employee decides to

stay, the supervisor may provide work for the remaining time of the four (4) hours.

When the four (4) hours call-in time pay overlaps with the regular shift, upon commencement of the regular shift, the employee from that time on will not receive time and one-half but his or her straight time pay.

#### SECTION V:

PAY SCALES OR RATES OF PAY: The pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached.

Any employee who performs work in a higher paid classification other than his own for at least four (4) consecutive hours shall be paid at the rate of the higher classification when authorized by his immediate supervisor for the time actually worked in higher classification.

The parties agree that when an employee is assigned the position of asphalt raker his is to receive additional compensation at the rate of thirty cents (\$.30) per hour when he is assigned to the position of asphalt raker. In the event that the employee works less than eight (8) hours in the position of asphalt raker, he or she is still to be paid the additional rate of thirty (\$.30) per hour for the full eight (8) hours. The welder, when he performs solely welding duties outside the shop, will receive additional compensation at the rate of thirty cents (\$.30) per hour when he is performing the out-of-shop welding duties. The welder shall be guaranteed four (4) hours pay at an additional thirty



cents (\$.30) per hour when he or she performs solely welding duties outside the shop.

Personnel who are required to have a hazardous material license issued by the State of New Jersey shall receive thirty five cents (\$.35) per hour as additional compensation while working with hazardous materials (spraying) or transporting same.

#### ARTICLE VII

##### HOLIDAYS

A. There shall be fourteen (14) paid holidays during the term of this Agreement. The following days will be recognized as holidays under this Agreement:

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. New Year's Day                | 8. Labor Day               |
| 2. Martin Luther King's Birthday | 9. Columbus Day            |
| 3. Lincoln's Birthday            | 10. General Election Day   |
| 4. Washington's Birthday         | 11. Veteran's Day          |
| 5. Good Friday                   | 12. Thanksgiving Day       |
| 6. Memorial Day                  | 13. Day after Thanksgiving |
| 7. Independence Day              | 14. Christmas Day          |

B. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. In the event the Township has to change the date to comply with State, City of Trenton or County, it will be celebrated on the date that either the State, City of Trenton or County sets forth.

C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. Employees scheduled Tuesday through Saturday, who may lose a day off as a result of this provision, shall be given a mutually agreeable day off at another time. In the event the Township has to change the date to comply

with State, City of Trenton or County, it will be celebrated on the new date that the Township sets forth.

D. In the event a holiday falls within an employee's vacation period, the holiday shall be celebrated at the employee's option, unless the township determines that it cannot be taken because of pressure of work.

E. In order to qualify for holiday pay, employees must work his or her scheduled workday immediately preceding the holiday and his or her scheduled workday immediately following the holiday unless on an excused absence and the employee must have worked at least 32 hours in the work week (work being defined as actual work, or paid vacation, sick or personal day(s)).

F. Permanent employees with <sup>THREE 3</sup> ~~four~~ (4) or more consecutive months seniority are eligible for holiday pay. *FW RD*

G. Whenever a holiday falls during the time an employee is on paid sick leave that day will not be charged against his sick leave.

H. Employees who are on leave of absence without pay, will not be eligible for holiday pay.

#### ARTICLE VIII

##### VACATIONS

A. All permanent employees, full and part time and all full and part-time provisional employees, shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for

purposes of determining the earned service credit for vacation leave. Vacation with pay shall be granted to employees as follows:

From date of hire to completion  
of 1 year of continuous service . . . . . 1 day per month

After completion of one year of  
continuous service . . . . . 14 working days

After completion of 5 years of  
continuous service . . . . . 17 working days

After completion of 11 years of  
continuous service . . . . . 22 working days

After completion of 17 years of  
continuous service . . . . . 23 working days

After completion of 19 years of  
continuous service . . . . . 24 working days

After completion of 20 years of  
continuous service . . . . . 25 working days

Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

B. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

C. Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure at work. Any unused vacation may be carried forward into the next succeeding year only, subject to I below.

D. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of

return, and for the year preceding, providing the latter can be taken during the year of return.

E. An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

F. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of his death. Notwithstanding the above schedule, in the year in which an employee receives an additional number of vacation days, those additional days shall be pro-rated from the employee's anniversary date that year through the end of the calendar year.

G. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except military leave.

H. Employees called back to work while on vacation shall receive double time for that time.

I. A permanent employee is permitted to carry over one-half of his unused vacation into the following year solely, subject to the approval of the department head; said approval not to be unreasonably withheld. It is understood between the parties that the unused vacation cannot be carried over for more than one year.

J. An employee must utilize all of his or her vacation, personal and compensatory days prior to retirement or employment termination from the Township. There will be no monetary payment for this benefit time unless the Township Committee or Business Administrator requests the employee work through his retirement or termination date or the Township Committee or Business Administrator determines that the employee's termination or retirement is a result of his or her disability. In the event of a voluntary termination or a disability termination, the employee's termination date will be extended to utilize the above noted benefit time.

K. Employee's are required to submit requests for vacation leave no later than April 15 of each calendar year. Requests received after April 15 of each calendar year are at the discretion of the employer and will not be based on seniority.

#### ARTICLE IX

##### GENERAL PROVISIONS

A. The Employer agrees to make available a bulletin board at the Road Department Garage. The said bulletin board shall be used for posting the following notices: Union meetings, Union elections and returns, Union appointments to office and Union recreational or social affairs.

B. If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect during the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

C. Proposed modifications, changes, or new rules and regulations will be discussed by the members of the bargaining unit and the respective departments prior to formal adoption. Members of the respective units may further make recommendations with regard to the aforementioned proposed modifications, changes or new rules and regulations to the respective departments.

D. LONGEVITY - Employees of the Township shall be paid in addition to their salaries, longevity pay on completion of the years of service as of the anniversary date of hire as listed below:

	Fiscal Year 1996/1997 (Annually)	Fiscal Year 1997/1998 (Annually)	Fiscal Year 1998/1999 (Annually)
5 years	600.00	650.00	650.00
10 years	800.00	850.00	850.00
15 years	1,000.00	1,050.00	1,050.00
20 years	1,200.00	1,250.00	1,250.00
24 years	1,600.00	1,650.00	1,650.00
30 years	2,000.00	2,050.00	2,050.00
35 years	2,400.00	2,450.00	2,450.00

All employees who have completed the above required years of service during any quarter of the calendar year shall be paid beginning with the next pay period the pro-rated sums of longevity as set forth in the schedule herein above.

Longevity shall be paid to full-time permanent employees only and the amount to be paid shall be based on the years of continuous service with the Township.

The aforementioned longevity payments will be distributed to the employee on a prorated basis in their bi-weekly salary payment from the Township during the course of the year. In other words,

the employee in each of his checks from the Township will receive one-twenty-sixth (1/26th) of the longevity due him, with the exception of overtime hours.

E. CLASSIFICATION AND JOB DESCRIPTION - The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made a part of this Agreement.

If during the term of this Agreement the Township determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay therefore, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to in the grievance procedure commencing with Step 3 of this Agreement.

The president of the Union will receive from the Township Administrator a job description of the members of his bargaining unit and the department head will have additional copies of the job descriptions.

Notwithstanding anything in this contract article to the contrary, the parties agree that all employees that are truck drivers, heavy truck drivers, equipment operators, heavy equipment operators, motor broom operators, mason, senior mason, sign designer, carpenter, senior carpenter, mechanics, senior mechanics, recreation maintenance workers, senior recreation maintenance workers, tree trimmers, senior tree trimmers, tree climbers, and

senior tree climbers, or title recognized as equivalent or higher than truck drivers after August 8, 1991, are required to possess a Commercial Drivers License (CDL).



F. SAFETY AND HEALTH - The Employer will make a reasonable effort for the safety and health of its employees and will provide employees with foul weather gear when necessary, tools or devices deemed necessary, in order to insure their safety and health. When such materials are issued, it is the employee's obligation to use them. The Employer and Union shall endeavor to designate a safety committee member from the department covered under this Agreement. It shall be the joint responsibility of the safety committee to investigate and correct unsafe and unhealthy conditions. The committee will meet periodically as necessary, to review conditions in general, and to make recommendations to either or both parties, when appropriate. The Employer will provide the Union safety members reasonable time to investigate safety or health complaints in their department during their working hours at no loss of pay. The employee must first obtain permission from his immediate supervisor and it is understood that during this investigation he will not interfere with work assignments of others. The Employer's safety member will accompany him on his investigation.

G. REST PERIOD - The Employer shall grant one (1) fifteen (15) minute paid rest period in the A.M. at a time designated by the respective department head.

H. LATENESS AND ABSENCE - Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent.

If the employee does not call in, he will not be paid for the period unless circumstances beyond his control preclude his

call. Excessive lateness and unjustified absence shall be cause for suspension or termination.

I. CONTRACTING WORK OUT - The Employer shall have the right at its discretion, to apportion work by contract or sub-contract to others as it may see fit in order that the services which have to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. Such contracting or sub-contracting of work performed by the Township employees shall not result in a mass lay-off of said employees covered by this Agreement.

J. EMERGENCY - In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Mayor and will not be subject to the grievance procedure.

K. In the event that a disaster or an emergency is declared by the Mayor of Ewing Township and the members of the Bargaining Unit work that day and were not released prior to the eight (8) hours for the regular shift and the other employees of Ewing Township do not work that day because of the declared disaster or emergency, in that event the Bargaining Unit employees will be given a compensatory day. That day is to be taken at the discretion of the department head.

## ARTICLE X

### INSURANCE AND RETIREMENT BENEFITS

A. The Employer will provide hospitalization and medical insurance, including major medical insurance, through New Jersey Blue Cross-Blue Shield, or a substantially comparable plan available through the State Health Benefit Plan or other substantially comparable plan, to all employees and their dependents covered under this Agreement as defined in the program. The employee and his dependents, (as set forth in the State of New Jersey Health Benefit Act Program) will be eligible for this benefit after the permanent employee has been continuously employed for a minimum of 60 days. During each year of this contract, all employees covered by this contract who are in what is classified as a "Traditional Plan" shall have deducted from their bi-weekly pay the sum of \$5.00 to be utilized towards the payment of the health benefits provided for the employee and his or her dependents under this section of the Collective Bargaining Agreement.

B. The Employer agrees to provide retirement benefits in accordance with applicable New Jersey Statutes.

C. The Township of Ewing will provide a prescription drug provision program. The premium for said program shall be paid by the Township of Ewing and administered by same. The drug prescription program shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by a competent medical authority for federal legend drug shall be paid for by the carrier subject to a deductible provision

which shall not exceed \$7.00 per prescription and further subject to specific procedural and administrative rules and regulations which are part of the program.

Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the program, and brochure describing the details of the program.

D. The Employer will pay the premium for hospitalization and medical insurance coverage for a permanent employee and his dependents, the dependents as defined in the State of New Jersey Health Benefits program, after the permanent employee has retired, up to the date of the retired employee's death, provided said permanent employee retired after twenty-five (25) years or more of service credited in such retirement system, or those permanent employees who retired on disability pension based on fewer years of service credited in such retirement system and must meet all other criteria as set forth by Chapter 88 and subject to the co-pay provisions applicable to active employees as set out elsewhere in the contract.

E. Permanent employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills:

Full-time employees and eligible dependents as defined shall be eligible for a maximum payment of \$120.00 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist, and/or prescription optical lenses, with not more than one (1) payment per individual every two (2) years.

F. Upon execution of this Agreement by all parties, the Township of Ewing will provide certain dental benefits to all eligible unit employees and their eligible dependents, as set forth previously. There shall be a total \$50.00 dental deductible per year for the eligible employee and his eligible dependents. The Township will pay a total maximum for dental services for the eligible employee and his eligible dependents in the sum of \$750.00 for each contract year above the \$50.00 deductible per year for dental services. The employee must submit paid receipts for all dental services incurred, and must complete and sign vouchers for the dental services to qualify for payment by the Township of Ewing.

#### ARTICLE XI

##### ACCESS TO PERSONNEL FOLDER AND EVALUATIONS

A. An employee shall within five (5) working days of written request to the Personnel Department have an opportunity to review his or her personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Township during the term of this Agreement. He or she shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in his or her file.

B. Each regular written evaluation of work performance may be reviewed with the employee and the employee may place his or her signature or not place his or her signature on the evaluation form.

Such signature does not mean agreement with the contents of the evaluation unless such agreement is stated thereon.

#### ARTICLE XII

##### PERSONAL DAYS

Employees covered by the provisions of this Agreement, shall be entitled to three days per year leave of absence with pay for personal business. Said leave shall not be taken unless 48 hours notice thereof has been given the employee's supervisor. In the event that less than 48 hours notice is given, said leave may be taken only upon authorization by said supervisor. The Township reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

#### ARTICLE XIII

##### MEMBERSHIP PACKETS

The Union may supply kits or packets which contain information for distribution to new employees, including the role of the Union, a membership application and a copy of this Agreement as well as other material mutually agreed to by the Township and the Union. The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment.

#### ARTICLE XIV

##### POSTING OF JOBS

Existing or planned Civil Service job vacancies in the department or departments of the bargaining unit will be posted in

all work locations on the bulletin boards. The posting will include a description of the job, any required qualifications, the location of the vacancies and the procedures to be followed by employees interested in making application and said application must be made within five working days of posting. A copy of the posting will be given to the Union President.

#### ARTICLE XV

##### WORK UNIFORMS

All employees are required to wear uniforms to work. The uniforms have been selected by management with input and consultation with the Union. Each permanent and provisional (not temporary, seasonal or interim) employee shall receive an annual clothing allowance of \$300.00 for the period beginning 7/1/96 and ending 6/30/99. Payment of the uniform allowance shall be in first pay period of July of each year of this contract. Employee's are responsible for the purchase and maintenance of uniforms out of the clothing allowance provided herein.

The Township of Ewing will continue to provide safety shoes to those employees who are entitled to same and will reimburse the employee up to \$80.00 per pair for these shoes.

#### ARTICLE XVI

##### UNUSED SICK LEAVE-RETIREMENT

Permanent employees in the bargaining unit who enter regular retirement in accordance with P.E.R.S., and have to his or her credit, any earned and unused sick leave, shall be entitled to

receive supplemental compensation for each earned and unused accumulated sick leave.

The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employees daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation shall exceed fourteen thousand (\$14,000.00) dollars. This supplemental compensation shall be paid in a lump sum within 60 days after the effective date of retirement, provided however, that if the employee has failed to notify the Municipality in writing at least six (6) months prior to the employee's effective date of retirement or the employees intent to retire, then the accumulated sick time by-back will be paid in the following calendar year.

With regard to an Employee who dies, if any permanent Employee of the unit shall die and have to his/her credit any earned and unused accumulated sick leave, then the deceased member's estate shall be entitled to receive supplemental payment for such earned and unused accumulated sick leave as defined above. Payment to be made shall be computed at the rate of one-half (1/2) of the eligible Employee's daily rate of pay for each day of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to death, provided that no such supplemental



compensation shall exceed Fourteen Thousand (\$14,000.00) Dollars for a death during the period 7/1/96 through 6/30/99, to be paid to the estate eight (8) months after the death of the Employee.

#### ARTICLE XVII

##### WAGES

For the period 7/1/96 through 6/30/97, employees covered by this Agreement shall receive 4% increase over their 6/30/96 wage (see Appendix A).

For the period 7/1/97 through 6/30/98, employees covered by this agreement shall receive a 4% increase over their 6/30/97 wage (see Appendix A).

For the period 7/1/98 through 6/30/99 employees covered by this Agreement shall receive a 4% increase over their 6/30/98 wage (see Appendix A).

Any employees who are placed in the title of Senior Recreation Maintenance Worker after June 30, 1996, shall receive a salary designated for such title and as set forth in Appendix "A".

#### ARTICLE XVIII

##### TERM OF CONTRACT

This Agreement shall be effective as of July 1, 1996, and shall remain in full force and effect until midnight of June 30, 1999.

Negotiations concerning any renewal or replacement for the fiscal year 1999/2000 shall commence on March 1, 1999, by and between the parties hereto by notice by either served, regular mail, upon the other.

ARTICLE XIX

SEPARABILITY AND SAVINGS

If any provision of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be in-operative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX

FULLY BARGAINED

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final understanding, and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF, we have hereunder set our hands and seals the date and year first herein above written.

WITNESS:

Fred R. Walter

TOWNSHIP OF EWING:

Alfred W. Badger

WITNESS:

Walter R. D.

FOR THE UNION:

Paul D. M.

LETTER OF AGREEMENT

7/1/96 THROUGH 6/30/99 ROAD & RECREATION

MECHANICS-CENTRAL MAINTENANCE DIVISION

6 DAY OPERATION

As per Union request, it is managements prerogative to reinstitute 6 day operations upon the giving of a 30 day notice to the Bargaining Unit prior to the reinstitution of the 6 day operation. It has been agreed between the parties that there will be no prior negotiations with the Bargaining Unit prior to the reinstitution of the 6 day operation. In addition, the parties have agreed that the Union will not file a grievance for the reinstitution of a 6 day operation. All other conditions, as presently in existence, will remain the same.

FOR THE TOWNSHIP

/s/

Date:

/s/

Date:

FOR THE UNION

/s/

Date:

/s/

Date:

SICK TIME POLICY - ROAD DEPARTMENT

7/1/96 through 6/30/99

We have been asked to establish a general sick time allocation policy for the Ewing Township Road Department. In reviewing the Bargaining Unit contract, as well as the rules and regulations and policy manual language, the following should be adhered to as road Department procedure.

All requests for sick time off must be called into the Road Department office prior to the start of the regular work day, (7:30 a.m.). Failure to call in or give appropriate notification may result in disciplinary action. Continued neglect of this requirement will result in suspension as prescribed in the Road Department Rules and Regulations, (item #3).

Sick days are credited to all permanent employees in advance of January 1st of each year, however, it is understood they are credited anticipating the employee will work the full 12 months during the year. If the employee does not work 12 months during the year, sick leave will be pro-rated accordingly.

If an employee is absent for reasons that entitle him/her to sick leave, it is understood by the Township that they will be at home and if for some reason the employee must leave their home they must submit to the department a phone number where they can be reached.

Sick leave is not to be used for personal business and when same is improperly used, the employee will be subject to disciplinary measures which could result in his/her removal.

The Appointing Authority and/or Department Head or his assignee may require proof of illness of employee on sick leave, whenever such requirements appear reasonable. This will be at the discretion of the Department Head. Abuse of sick leave shall be cause for disciplinary action. Proof of illness must be documented by a certified physician with his/her signature.

FOR THE TOWNSHIP

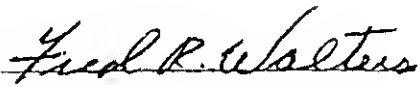
/s/

Date:

  
7/19/96

/s/

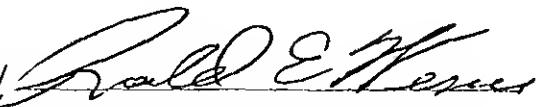
Date:

  
7/18/96

FOR THE UNION

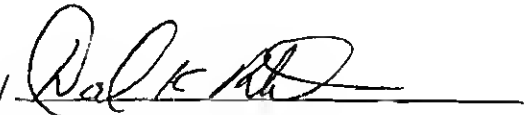
/s/

Date:

  
7-18-96

/s/

Date:

  
7-18-96

# APPENDIX A.

## ROAD / RECREATION WAGES

7/1/96 TO 6/30/99

### ROAD DEPARTMENT

TITLE	4% 96/97 F.Y.	4% 97/98 F.Y.	4% 98/99 F.Y.
Sr. Mason	19.733hr = 41,045	20.522hr = 42,686	21.343hr = 44,393
Hvy Equip Operator	18.358hr = 38,185	19.092hr = 39,711	19.856hr = 41,300
Sign Designer	18.140hr = 37,731	18.866hr = 39,241	19.621hr = 40,812
Mason	18.140hr = 37,731	18.866hr = 39,241	19.621hr = 40,812
Motor Broom Op	16.746hr = 34,832	17.416hr = 36,225	18.113hr = 37,675
Equipment Op.	16.746hr = 34,832	17.416hr = 36,225	18.113hr = 37,675
Heavy Truck Dr	16.151hr = 33,594	16.797hr = 34,938	17.469hr = 36,336
Truck Dr	15.858hr = 32,985	16.492hr = 34,303	17.152hr = 35,676
Laborer	15.227hr = 31,672	15.836hr = 32,939	16.469hr = 34,255
1st 3 mos.	14.424hr = 30,002	15.001hr = 31,202	15.601hr = 32,450
Raker	\$ .30 p/hr	\$ .30 p/hr	\$ .30 p/hr
Welder	\$ .30 p/hr	\$ .30 p/hr	\$ .30 p/hr
Summer	\$ 5.70 p/hr	\$ 5.70 p/hr	\$ 5.70 p/hr

### CENTRAL MAINTENANCE

TITLE	4% 96/97 F.Y.	4% 97/98 F.Y.	4% 98/99 F.Y.
Sr. Mechanic	20.043hr = 41,687	20.845hr = 43,358	21.679hr = 45,092
Mechanic	18.678hr = 38,850	19.425hr = 40,404	20.202hr = 42,020
1st 3 mos.	17.383hr = 36,157	18.078hr = 37,602	18.801hr = 39,106
Mechanic Helper	15.858hr = 32,985	16.492hr = 34,303	17.152hr = 35,676
Garage Att.(20hr.wk)	14.425hr = 15,002	15.002hr = 15,602	15.602hr = 16,226

### RECREATION DEPARTMENT

TITLE	4% 96/97 F.Y.	4% 97/98 F.Y.	4% 98/99 F.Y.
Sr R.M.W. (previous)	19.729hr = 41,036	20.518hr = 42,677	21.339hr = 44,385
Sr R.M.W. (new rate)	18.140hr = 37,731	18.866hr = 39,241	19.621hr = 40,812
Senior Carpenter	19.729hr = 41,036	20.518hr = 42,677	21.339hr = 44,385
Carpenter	18.140hr = 37,731	18.866hr = 39,241	19.621hr = 40,812
Equipment Operator	16.744hr = 34,828	17.414hr = 36,221	18.111hr = 37,671
R.M.W.	15.860hr = 32,989	16.494hr = 34,308	17.154hr = 35,680
Laborer	15.227hr = 31,672	15.836hr = 32,939	16.469hr = 34,255
Recycling Laborer	15.227hr = 31,672	15.836hr = 32,939	16.469hr = 34,255
1st 3 mos	14.424hr = 30,002	15.001hr = 31,202	15.601hr = 32,450
Summer	\$ 5.70 p/hr	\$ 5.70 p/hr	\$ 5.70 p/hr

### TREE CREW

TITLE	4% 96/97 F.Y.	4% 97/98 F.Y.	4% 98/99 F.Y.
Senior Tree Climber	19.739hr = 41,057	20.529hr = 42,700	21.350hr = 44,408
Tree Climber	16.593hr = 34,513	17.257hr = 35,895	17.947hr = 37,230
Senior Tree Trimmer	16.141hr = 33,573	16.787hr = 34,917	17.458hr = 36,313
Tree Trimmer	15.525hr = 32,292	16.146hr = 33,584	16.792hr = 34,927